



Marcus Andrade [REDACTED]

**Black Gold Coin Inc. Engagement Letter.pdf**

9 messages

boonem [REDACTED]

Wed, May 9, 2018 at 6:54 PM

To: ceo [REDACTED] regina.cano [REDACTED]

Good afternoon Mr. Andrade,

Please find the attached scanned image of the engagement letter.

Please review, sign and forward back to me.

If you have any further questions or concerns, please do not hesitate to contact Leslie Katz.

Sincerely,

Milison B.

**Black Gold Coin Inc. Engagement Letter.pdf**

289K

boonem [REDACTED]

Fri, May 18, 2018 at 6:49 PM

To: ceo [REDACTED] regina.cano [REDACTED]

Cc: katzle [REDACTED]

Good afternoon Mr. Andrade,

We are ready to move forward and you've pointed out that there are some deadlines.

We look forward to working with you but, we cannot move forward without a signed engagement agreement.

Sincerely,

Milison B.

[Quoted text hidden]

EX3168-001

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at [REDACTED] and do not use or disseminate such information.

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Marcus Andrade <ceo [REDACTED]>

Fri, May 18, 2018 at 6:53 PM

To: boonem [REDACTED]

Cc: Regina Cano [REDACTED] Leslie Katz [REDACTED]

Hello Milison,

My apologies I am barely seeing the engagement letter for the first time.

I will review it and get it back to you on Monday.

Thanks,

Marcus

[Quoted text hidden]

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boonem [REDACTED]

Fri, May 18, 2018 at 6:55 PM

To: ceo [REDACTED]

Cc: regina.cano [REDACTED] katzle [REDACTED]

Thank you.

[Quoted text hidden]

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boonem [REDACTED]

Fri, May 25, 2018 at 6:43 PM

To: ceo [REDACTED]

Cc: regina.cano [REDACTED] katzle [REDACTED]

Good afternoon Mr. Andrade,

Can you please advise if you have had the opportunity to review the engagement letter. We're ready to work with you and have come up with methods of assisting you.

If you have any questions, please do not hesitate to contact Leslie.

[Quoted text hidden]

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Marcus Andrade <ceo [REDACTED]>

Fri, Jun 15, 2018 at 4:14 PM

To: boonem [REDACTED]

Cc: Japheth Dillman [REDACTED] Leslie Katz [REDACTED]

Hello Milison,

Attached is the signed engagement agreement. I will have my CPA sent you over a check next week for the retainer.

What I currently need is for you to file our Biometrics on a Blockchain Patent, taking it into the National Stage utilizing the PPH for expedited examination in around 14 more countries.

Let me know if you can do this or want to just stay on the patent litigation side.

Thanks,

Marcus

EX3168-002

[Quoted text hidden]

Marcus Andrade, Founder  
NAC Foundation, LLC

katzle

Fri, Jun 15, 2018 at 8:01 PM

To: ceo boonem

Cc: jdillman

Hi Marcus,

Hope all is going well. It looks like the attachment did not come through. Could you please re-send.

Yes, we can file your patents. Can we find a time next week for a call with John Ward to discuss the various information we will need. Also, please note below:

PAIR shows the following continuations. PCT was filed on 3/29/2016. 30-Month deadline is 9/28/2018. We need a specific list of which countries you want to file in.

### Child Continuity Data

PCT/US16/24776 filed on 03-29-2016 which is Published claims the benefit of 15/083,241

15/966,320 filed on - which is Pending claims the benefit of 15/083,241

15/978,004 filed on - which is Pending claims the benefit of 15/083,241

Depending on the countries you wish to file in, there will be various fees involved. Once we receive your list, we will determine what those filing fees will be and advise you on those costs.

Very excited to be working with you on this. We have a few ideas that we can further discuss that may assist you with greater protection.

Hope you have a great weekend.

Best,

Leslie

EX3168-003

From: Marcus Andrade [REDACTED]  
Sent: Friday, June 15, 2018 2:14 PM  
To: Boone, Milison [REDACTED]  
Cc: Japheth Dillman [REDACTED]; Katz, Leslie R. [REDACTED]  
Subject: Re: Black Gold Coin Inc. Engagement Letter.pdf

Hello Milison,

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

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Marcus Andrade [REDACTED]  
To: Leslie Katz [REDACTED]  
Cc: boonem [REDACTED]; Japheth Dillman [REDACTED]

Fri, Jun 15, 2018 at 8:33 PM

Hello Leslie,

I have already filed in various countries already.

I will send you the agreement when I get back home in 2 hours.

I will also share with you my enforcement plan and my plan in the event anyone wants to challenge me.

Thank you for everything.

Marcus

[Quoted text hidden]

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Marcus Andrade [REDACTED]  
To: Leslie Katz [REDACTED]  
Cc: boonem [REDACTED]

Fri, Jun 15, 2018 at 11:57 PM

Dear Leslie,

i will follow up tomorrow on the remaining countries I need to file in.

My plan is very simple.

- 1) File INDIVIDUALLY in each country that is covered in the PCT and make sure to use the PPH if possible.
- 2) The countries I am not able to file Individually in, then cover those selected companies only in the EPO, ARIPO, or OAPI.
- 3) Get the biometrics on a blockchain patent and break the claims up into 3 different UTILITY MODELS. Then file them each in ALL COUNTRIES that allow Utility Models.
- 4) Make sure to get patent legal insurance.
- 5) Do not focus on litigation for around 14 months. For now, just call our patents defensive based patents only. We will just focus on those people that want to do business with us and get a license for defense purposes only. (Yes it is worded that way for a reason.)
- 6) If someone will then want to challenge me, they will have to challenge me in every country. The more patents I have, the stronger I am. They will have to challenge me in every country and also include the utility models in each country. A very expensive process for them.

FYI, I did file a Continuance and a CIP a few months ago. We were approved for the fast track examination. Should have an answer within 4 to 6 months.

If you have any other ideas that I haven't thought of, please do let me know.

Thanks,

EX3168-004



Marcus

[Quoted text hidden]



**Black Gold Coin Inc. Engagement Letter.pdf**

309K

May 9, 2018

Marcus Andrade  
Black Gold Coin Inc.

ceo

Dear Marcus,

We are pleased that you have selected GREENBERG TRAURIG, LLP (the “Firm” or “GT”) as attorneys for Black Gold Coin Inc. (“Client” and/or “Black Gold Coin Inc.”). References to “you,” “Client” or “BLACK GOLD COIN INC.” in this letter refers to BLACK GOLD COIN INC. This letter will constitute our agreement concerning the engagement of GREENBERG TRAURIG, LLP to perform legal services regarding general corporate counsel and advice, preparation of agreements in regard to company formation and fundraising efforts and such other matters as requested by Client.

We look forward to a successful and satisfying relationship with you. While an extensive discussion of fees, costs and mutual responsibilities may seem unduly commercial, our experience has shown that it helps to avoid future misunderstandings and to develop good relationships with our clients. The purpose of this letter is to set forth the terms and conditions of our engagement by you.

1. Scope of Engagement: You have requested that GT act as counsel for Black Gold Coin Inc. Our services will include representation and advice to Black Gold Coin Inc. with respect to certain potential litigation and intellectual property matters and such other legal services as you may request. We will work with attorneys in our other offices as necessary to deal adequately with particular circumstances or local jurisdiction requirements. GT may, in its discretion, decline to perform any service requested for any reason including, without limitation, a possible conflict of interest with another client of GT. Client will at all times cooperate with GT to facilitate the services required by this Agreement. Client can limit or expand the scope of our representation from time to time, but there should be a clear mutual understanding as to any substantial expansion. Unless otherwise agreed in writing, the terms of this letter agreement and the attached Billing Policies will also apply to any additional matters we agree to handle on Client's behalf.

Because of the proliferation of corporations owning or partially owning subsidiaries, and the problems this creates for lawyers in identifying potential conflicts of

ALBANY  
AMSTERDAM  
ATLANTA  
AUSTIN  
BOCA RATON  
BOSTON  
CHICAGO  
DALLAS  
DELAWARE  
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FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LONDON\*  
LOS ANGELES  
MEXICO CITY\*  
MIAMI  
MILAN\*  
NEW JERSEY  
NEW YORK  
NORTHERN VIRGINIA  
ORANGE COUNTY  
OHLAND  
PHILADELPHIA  
PHOENIX  
ROME\*  
SACRAMENTO  
SAN FRANCISCO  
SEOUL\*  
SHANGHAI  
SILICON VALLEY  
TALLAHASSEE  
TAMPA  
TEL AVIV\*  
WARSAW\*  
WASHINGTON D.C.  
WESTCHESTER COUNTY  
WEST PALM BEACH

\* OPERATES AS  
GREENBERG TRAUB LLP  
COUNCIL AS  
GREENBERG TRAUER LLP  
POWER LEGAL CORPORATION CHINA

\* OPERATES AS  
GREENBERG TRAUER LLP  
POWER LEGAL CORPORATION CHINA

\* OPERATES AS  
GREENBERG TRAUER LLP  
POWER LEGAL CORPORATION CHINA



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interest, we like to advise our corporate clients that, as a general rule, this firm will not regard an affiliate of a corporate client (*i.e.*, parent, subsidiary or other entity under

common control) as a client of the firm for any purpose unless a client-lawyer relationship has been established by an express written understanding with the firm. Similarly, the firm will not regard a representation that is adverse to an affiliate of a corporate client as adverse to the client. Accordingly, if there is a corporate family member of Client that you wish to regard as a client for conflict purposes, please let me know. Finally, unless reflected in a separate agreement, the Firm's representation of the Client (once formed) does not include the representation of others, including individual officers, directors, partners, members, shareholders or employees of the Client.

You acknowledge that we are not your general counsel and that our acceptance of this engagement does not involve an undertaking to represent you or your interests and any matter other than that described above.

2. Conflicts: Our firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of our firm to choose us as their counsel, thereby precluding us from representing you or them in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that the firm may represent other present or future clients on matters other than those for which we had been or then are engaged on your behalf (referred to herein as "Subject Matter"), whether or not on a basis adverse to you or any of your affiliates, including in litigation, legal or other proceedings or matters, so long as the matter is not substantially related to our work for you on the Subject Matter (referred to herein as "Permitted Adverse Representation").

In furtherance of this mutual agreement, you agree that you will not for yourself or any other party assert our firm's engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representation shall not include matters or disputes arising against you with respect to the Subject Matter. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you if we have obtained confidential information of a nonpublic nature from you as a result of our representation that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this engagement.

3. Retainer: Twenty Thousand Dollars (\$20,000). We will draw against this sum as work is performed and then invoice as needed.



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Black Gold Coin Inc.  
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4. Fees and Services Performed: As compensation for services performed pursuant to this Agreement, Client will pay to GT a fee based on the regular hourly billing rate under this Agreement at the time the services are rendered. Our fees for the services rendered will be based upon the time spent by our personnel. As compensation for the services to be performed by the Firm, Client shall pay us a reasonable fee, which will be determined by multiplying the number of hours we spend working on its matters by our regular and customary billing rates for similar services performed by the Firm. Each attorney and legal assistant has been assigned a billing rate which is determined by his or her experience and expertise. At the present time, the usual billing rates range from \$350 per hour for our most junior associates to \$1350 per hour for our most senior shareholders. The fees charged by professionals in other offices are commensurate with the fees charged by a firm of our stature in the particular locale. We would be glad to advise you of the hourly billing rate of any attorney working on your matters. Our invoices will reflect our services at the rates prevailing at the time those services to which the bill relates were performed. Our time is charged in increments of 1/10 of an hour (*i.e.*, 6 minute units). Leslie R. Katz, Nicholas ("Nick") Brown and John Ward will take principal responsibility for this matter. Leslie's hourly rate is \$865, Nick's hourly rate is \$850, John's hourly rate is \$825. As appropriate, Leslie R. Katz will enlist the assistance of other associates and paralegals, whose time is charged at much lower rates. All fees shall be charged in accordance with the attached Billing Policies.

While we may, from time to time for your convenience, furnish you with estimates of the amount of fees we anticipate will be charged with respect to services to be performed under this Agreement, such estimates are by their nature inexact and cannot be binding on either of us.

5. Payment of Fees, Costs and Expenses: In addition to fees for legal services, there are certain costs and expenses that you may be obligated to pay. You agree to pay these bills on a timely basis according to their terms. All fees, costs and expenses shall be payable on a monthly basis in accordance with the attached Billing Policies excepting as noted above. We will seek to notify you of any significant other expenses which are not expected to be significant.

6. Responsibilities of Attorney and Client: We will provide strictly legal services to you in connection with this engagement. You are not relying on us for, and we are not providing, any business, investment, insurance or accounting decisions or any investigation of the character or credit of persons with whom you may be dealing.

In order for us to assist you effectively and efficiently, we expect that you will provide us with the factual information you have which relates to the subject matter of our engagement, and that you will make any appropriate business or technical decisions. In addition, we encourage you to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that you should be



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actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us. We will keep you informed of developments regarding your matters and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

7. Permission to Use Information in Marketing of the Law Firm: By signing this Agreement, you agree that your name, logo, and a general description of this matter may be used by Greenberg Traurig in its business development efforts and materials provided we will not disclose any proprietary business strategy or structure. If you do not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph.

8. Cooperation: In order to enable us to effectively render the services contemplated, you agree to disclose fully and accurately all facts and to keep us apprised of all developments relating to the matter. You agree to cooperate fully with us and to make yourselves or your firm representatives available when necessary.

9. Termination of Representation: It is understood that, subject to any limitations imposed by the court or the applicable rules of professional responsibility, Greenberg or you may terminate our representation in accordance with the attached Billing Policies.

Otherwise, our attorney client relationship will be considered terminated upon the completion of the specific service that you have engaged us to perform or when more than twelve months have elapsed from the last time that you requested and we furnished any billable services to you. If you later retain us to perform further or additional services, the attorney/client relationship will be revived on the terms of this engagement letter, subject to any new or supplemental terms of engagement that we may agree upon at that time. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney/client relationship.

10. Warranty: You acknowledge that we have made no guarantees as to the outcome or the amounts recoverable in connection with this matter.

11. Client Documents: We will maintain any documents you furnish us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. We will retain any remaining documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect. We may also elect to retain copies of the documents we turn over to you and ultimately destroy them too in accordance with our record retention program schedule.



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If you request a copy of some or all of the client file for this matter, whether before or after the termination of our representation of you, you agree that we may, to the extent permitted by law, charge you a reasonable fee for copying the file as well as for any associated delivery and assemblage costs.

In the event that our representation is terminated and you have not paid for all services rendered and/or other charges accrued on your behalf to the date of our withdrawal, we may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in our possession until such charges are paid.

12. Choice of Law: All of the rights and obligations of Greenberg and you arising under or related to this agreement shall be governed by the laws of the State of California.

13. Arbitration: We appreciate the opportunity to serve as your attorneys and look forward to a harmonious relationship between us. In the event you become dissatisfied for any reason with any aspect of our relationship, we would sincerely appreciate your bringing this to our attention immediately; we will do the same if we perceive a problem with the representation. It is our belief that such problems can usually be resolved by good faith discussions between us.

In the unlikely event that we cannot resolve such problems ourselves, we believe that such disputes can be resolved more expeditiously and with less expense to all concerned by binding arbitration than by court action. By signing this letter, you agree that, to the extent permitted by law, any dispute arising out of or relating to this Agreement, our relationship, any billing statements forwarded to you or our services, including but not limited to any alleged claims for legal malpractice, breach of fiduciary duty, fraud, breach of contract or other claim against the Firm for any alleged inadequacy of such services, shall be resolved by submission to confidential, binding arbitration in San Francisco, CA, in accordance with the rules then in effect of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction thereof. If Client agrees to arbitration, Client will also be agreeing to waive any right to a jury or court trial. If Client does not wish to agree to arbitration of any disputes, claims or controversies, please draw a line through and initial this paragraph.

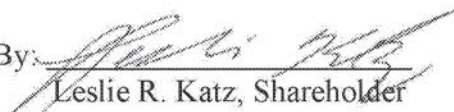
14. Confirmation of Agreement: We encourage Client to consult with other counsel or advisors of the choice regarding these matters, and to consider fully the possible implications of our representation on the basis described. If the foregoing is agreeable, please acknowledge your understanding and agreement by signing and returning a copy of this letter, which shall control all obligations set forth herein except as may subsequently be agreed upon in writing. Our engagement will commence upon our receipt of the signed copy of this letter. And your check in the amount of \$20,000.00.

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We appreciate your confidence in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

GREENBERG TRAURIG, LLP

By:   
Leslie R. Katz, Shareholder

**ACCEPTED AND AGREED WITH  
CONSENTS AND WAIVERS GRANTED:**

**BLACK GOLD COIN INC.**

By: \_\_\_\_\_  
Marcus Andrade, CEO

Dated: \_\_\_\_\_



ALBANY  
AMSTERDAM  
ATLANTA  
AUSTIN  
BOCA RATON  
BOSTON  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LONDON  
LOS ANGELES  
MEXICO CITY  
MIAMI  
MILAN  
NEW JERSEY  
NEW YORK  
NORTHERN VIRGINIA  
ORANGE COUNTY  
ORLANDO  
PHILADELPHIA  
PHOENIX  
ROME  
SACRAMENTO  
SAN FRANCISCO  
SEOUL  
SHANGHAI  
SIERRA VALLEY  
TALLAHASSEE  
TAMPA  
TEL AVIV  
WARSAW  
WASHINGTON D.C.  
WESTCHESTER COUNTY  
WEST PALM BEACH

\* OPERATES AS GREENBERG TRAUB LLP  
\* CONTINUES AS GREENBERG TRUING LLP  
\* STRATEGIC ALLIANCE  
\* OPERATES AS GREENBERG TRUING LLP  
\* PIONEER LEGAL TECHNOLOGY CHANGE  
\* RESEARCH OF GREENBERG TRUING P.A.  
\* FLEWEL USA  
\* CONTINUES AS GREENBERG TRUING LLP



phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

#### Expenses of Outside Contractors

Generally, expenses of outside contractors, such as court reporters, surveyors, title companies, will be directly billed or directed to the client pursuant to retainers in which payment and indemnification terms remain strictly between the client and the vendor. Greenberg Traurig will not be responsible for payment of such services. It is important to note that the prompt payment of these charges to outside contractors is essential to be able to provide timely and efficient service to you in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of the retainer and deposit may be increased as circumstances require (for example, at the time of trial), but in any event will be applied to the payment of our final bill or refunded, as applicable.

#### Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to the matter. At your option, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for legal work accomplished and the total costs charged to the file. In the alternative, the invoice will have a detailed backup sheet showing the attorney that worked on the matter; the work performed; the time spent on the task; and, the total fee amount due.

#### Payment of Invoices

We will bill our time charges on a monthly basis. Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month. In the event we receive a payment from a client at a time when more than one invoice is outstanding on any one or more matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of the Firm to discontinue representation, in a manner in accordance with the Rules of Professional Responsibility governing the California State Bar, for any client whose account is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by Greenberg's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive this policy.

In the event we are ultimately required to bring suit to collect any unpaid fees or costs, you understand and agree that we shall be entitled to the reasonable value of our attorneys' fees and costs.

### Retainers

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by the client and the billing attorney. Unless other arrangements are made, the retainer for legal fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter or refunded if the account is up to date. The cost and expense deposit will be retained in our trust account, with interest on that account to be paid in accordance with the rules of the Supreme Court of California.

### Different Billing Arrangements

Individual billing arrangements that differ from these general policies will be discussed and agreed to between the client and the billing attorney and will be set forth in a retention letter.

### Attorney's Lien

To secure payment to Greenberg of all sums due under this Agreement for legal services rendered and/or costs advanced, you hereby authorize us to withdraw sums from our client trust account to pay your statements for services as such sums are billed, and grant us a lien for attorneys' fees and costs on all retainers, escrow accounts, trust accounts, real, personal or intangible property claims and causes of action subject to our representation of you and the proceeds of any recovery obtained.

### Mutual Right to Terminate Relationship

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with the Rules of Professional Responsibility governing the California State Bar. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or costs; (2) the client's failure or refusal to be forthright, cooperative or supportive of our efforts; (3) the client's misrepresentation of, or failure or refusal to disclose material facts; (4) the client's failure or refusal to accept our advice; (5) discovery of a conflict with another client of Greenberg, or (6) any other reason permitted or required under the Rules of Professional Responsibility governing the California State Bar.

Subject to any limitations imposed by a court, Greenberg or you may terminate Greenberg's representation upon ten (10) days' written notice. Following termination, we will continue to provide representation in the matter for a reasonable time, at your request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel have not been located within ten (10) days of the termination of the representation, you nonetheless agree that appropriate papers allowing Greenberg to withdraw may be filed. We will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of our withdrawal.



Official Inquiries

It is possible that because we have been appointed in a matter, or because we have received documents or information in the course of, or in connection with, a matter, we may be required in the future to participate in an inquiry, commission or proceedings arising out of, or in connection with, the matter. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or information or giving evidence at an inquiry. We will seek your instructions if these circumstances arise, but you agree to reimburse us for out-of-pocket expenses and for the time we spend at hourly rates then current.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.